

KIPP ACADEMY 10TH ANNIVERSARY 2005/2006

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There are no shortcuts.

FCC - MAILROOM

September 29, 2005

FCC
Office of the Secretary
445 12th Street SW
Washington, DC 20554

RE: Applicant Name: KIPP Academy
 Billed Entity Number: 216840
 Form 471 Appl#: 433110
 FRN's: 1205874, 1205957, 120 5994
 CC Docket Number: 02-6

DOCKET FILE COPY ORIGINAL

Dear Sirs,

In a letter entitled "Administrator's Decision on Appeal – Funding year 2005-2006" dated July 29, 2005 concerning our appeal for the three (3) FRN's listed above, you approved all three FRN's with reduced funding. In this letter, you state *"If your appeal has been approved, but funding has been reduced or denied, you may appeal these decisions to either the SLD or the FCC."*

Accordingly, we would like to appeal one of decisions you made resulting in a reduction of funding for FRN 1205994. Specifically, we are appealing your complete denial of our request for \$28,800 for maintenance of Internal Connections. In your findings, you stated *"Finally, you included with your appeal letter a response to Initial Review's last question about the \$28,800 maintenance charge. You stated there is no cost allocation per equipment. However, there are ineligible access points, antennas and associated components that are used for WAN plus the Cisco IP/TV 3417 Starter System which is 13% ineligible included in this charge. Since the cost for maintaining ineligible equipment and portions of equipment cannot be removed, the entire \$28,800 maintenance cost is ineligible."*

We disagree with this particular decision, and we will attempt to clarify why we believe you came to an incorrect conclusion:

- 1.) We submitted the Service Providers annual maintenance agreement, which clearly states that the contract is ONLY for E-Rate Eligible Equipment. This agreement DOES NOT mean that the vendor works on any equipment deemed ineligible. The agreement is provided to the KIPP Academy and we submit the list of equipment that is intended to be covered in this agreement. If, prior to the funding agreement, any equipment identified as ineligible on that list is simply removed, and the maintenance is ONLY used for E-Rate eligible equipment, which is what BOTH parties signed.
- 2.) You assume that this contract, which is for a block of hours to be used for repairing equipment that fails, must be cost allocated. The requirement for cost allocation is not part of the definition of Technical Support/Basic Maintenance, nor is it required other than for your purposes of cost allocating out ineligible equipment. The purpose of purchasing a block of hours for repair is to be able to adequately fix equipment that fails. By mandating a cost allocation, you are requiring us to predict which pieces of equipment may fail, and no applicant can predict future problems. If you will please re-read the contract we sign with the vendor, it CLEARLY states that maintenance under this contract will ONLY be used on eligible equipment.
- 3.) Here is an example: assume we submitted a list of 10 eligible pieces of equipment to the SLD, each having a cost allocated amount of \$100 for a total contract value of \$1000.

No. of Copies rec'd

List A B C D E

Assume over the year that the equipment is covered, one piece of equipment requires repairs costing \$952.00, and that occurs within the first month of the maintenance contract period. Are we then allowed only to use \$100 of the \$1000 dollar contract for that equipment, thus defeating the purpose of the block of hours to be used as needed for technical support and/or repair? If this was a Cisco SmartNet contract, then we recognize via the **contract we sign** that the allocated cost of each piece of equipment is fixed, and may cover different aspects of the need to maintain equipment. We also understand what we sign when we ask for a maintenance contract for a block of hours that it does not make sense to cost allocate equipment.

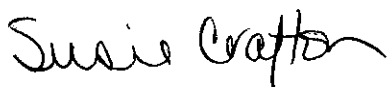
- 4.) We do our best to list equipment that we want to have covered for this type of maintenance. We check the eligible services list to attempt to remove any equipment that may be UPDATED on your list reflecting an ineligible use. We do NOT believe we use access points for WAN purposes, but only for LAN purposes. We do not understand how you came to that conclusion. In addition, when the Cisco IP/TV Starter System was introduced it was either eligible or partially ineligible. This information does not seem to be readily available on the eligible services list, so it seems like we are penalized because the information available to the SLD concerning partial ineligibility of items is not clearly posted or made available to applicants.
- 5.) Simply stated, this contract we submitted is not capable of being cost allocated for the reasons we have tried to convey in item 3) above via the example. We attempted to explain this in the prior exchange, but apparently we were not communicating. We believe you could have easily identified any items that you believed were ineligible, and communicated that information to us and we would have simply excluded those items for the equipment list, especially since we consider the access points to be for LAN use only, and we could not find any publication on your web site concerning the 13% ineligibility of the 3417 IP/TV system. Conversely, the contract we submitted was very clear – no maintenance would be performed on ineligible equipment.

We agree with all other reductions for the FRN's covered by your appeal decision with the exception noted above. We disagree with the removal of the maintenance contract for the reasons detailed above. This type of contract does not apply a cost allocation method, and it is still providing the services defined as eligible per the definition on your Eligible Services List.

We are happy to submit a list of equipment covered excluding any equipment you indicate is either ineligible or partially ineligible.

However, your reason for disqualification was that we did not cost-allocate the items. Hopefully we have explained adequately that this simply makes no sense for this contract, and the contract spells out what is and is not covered. We believe the guidelines allow this type of contract, and do not mandate cost allocation – especially when the only purpose for the cost allocation is to disqualify the entire contract. Our intent, and that of our provider, is to offer effective service based on the rules, and we hope you can understand that the contract does not have to be “cost allocated” for all equipment in order to be effective – and still is compliant.

Thank you,



Susie Crafton
KIPP Academy

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KIPP ACADEMY

Annual Services Agreement E-Rate Eligible Services

KIPP ACADEMY

December 2, 2004



PREPARED FOR

KIPP Academy
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Project Narrative

Avnet Enterprise Solutions operates a telephone support/dispatch National Customer Support Center (NCSC). Avnet Enterprise Solutions proposes to provide telephone Help Desk Support for the District. Avnet utilizes the Remedy® Total Call Management (TCM) service management software to manage service requests. TCM provides closed-loop, end-to-end service call management. As necessary, Avnet Enterprise Solutions will dispatch network engineers to provide On Site Support services as provided in the Annual Services Agreement.



ANNUAL SERVICE AGREEMENT

E-Rate Eligible Services

Agreement # 1205994

This Agreement made this day of December 2, 2004 between Avnet, Inc., by and through Avnet Enterprise Solutions, a division of Avnet, Inc., a New York corporation with offices at 1130 Rutherford Lane, Building #2, #208, Austin, Texas 78753 ("Avnet Enterprise Solutions"), and KIPP Academy ("Customer") with offices at 10711 KIPP Way Drive, Houston, Texas 77099.

ARTICLE I - STATEMENT OF SERVICES

Avnet Enterprise Solutions will provide under this Agreement only services that are eligible under E-Rate ("Erate Eligible Services"). The nature, scope and prices of the Services are described in the following attached Exhibits:

- Exhibit A - Scope Of Work
- Exhibit B - Pricing

The parties agree that the Services may be expanded or contracted by mutual agreement of the parties, which will be reflected in a written addendum to this Agreement.

ARTICLE II - TERM

This Agreement will commence on December 2, 2004, and continue until June 30, 2005 unless earlier terminated in accordance with Article VII. This Agreement may be renewed for additional one (1) year terms upon mutual, written agreement of both parties at least (30) days prior to the end of the then-current term.

ARTICLE III - PERSONNEL

- A. Customer shall have the right, at any time, to request removal of any employee(s) of Avnet Enterprise Solutions from providing Services whom Customer deems to be unsatisfactory. Upon such request, Avnet Enterprise Solutions shall use all reasonable efforts to promptly replace such employee(s) with a substitute employee(s) having appropriate skills and training.
- B. Each party shall designate an employee to act for that party on matters under this Agreement ("Project Manager"). Either party shall notify the other in writing of any replacement of a Project Manager. Avnet Enterprise Solutions will provide the Project Manager at no additional cost to our quoted Services rate in Exhibit B, Pricing.



ARTICLE IV - FEES, EXPENSES AND PAYMENT

- A. Customer is a participant in the E-Rate program. Avnet Enterprise Solutions agrees, upon Customer's request, to provide reasonable assist to Customer in its efforts to meet the requirements for participation in and payment under the E-Rate program.**
- B. As consideration for performing the Services, Customer agrees to pay Avnet Enterprise Solutions according to E-Rate guidelines. The total cost shall not exceed the price specified in Exhibit B, Pricing. Avnet Enterprise Solutions agrees to invoice Customer in accordance with the Schools and Libraries Division/Universal Service Fund guidelines**
- C. Customer shall only be obligated to pay for E-Rate Eligible Services provided by Avnet Enterprise Solutions in an amount equal to the percentage specified by the SLD funding commitment. If the Schools and Libraries Division or any other agency with jurisdiction over the funding of this project does not fund full the price specified in Exhibit B for the Services under this Agreement, Customer and Avnet Enterprise Solutions agree to meet prior to commencement of the term hereunder, to mutually determine if there is a way to adjust the scope of work and charges hereunder in a manner mutually agreeable to Customer and Avnet Enterprise Solutions and which meets the Schools and Libraries Division/Universal Service Fund guidelines. In such event, this Agreement shall not be effective until the parties reach a mutually agreeable written amendment to this Agreement.**
- D. Avnet Enterprise Solutions invoices the annual charges annually in advance. Payment of the full amount of the annual charges shall be made net thirty (30) days after receipt of invoice, but not prior to thirty (30) days after the commencement of the annual term. Prices are exclusive of taxes, impositions and other charges, including: sales, use, excise, value added and similar taxes or charges imposed by any government authority, international shipping charges, forwarding agent's and broker's fees, consular fees, document fees and import duties. If Avnet Enterprise Solutions shall be liable for or shall pay any of the foregoing, same shall be paid by Customer to Avnet Enterprise Solutions in addition to the price of the Services. Shipping charges are not included in prices and will be invoiced, if applicable, as separate items. All shipments are F.O.B. point of origin. Customer agrees to pay all applicable shipping charges. On any invoice more than forty (45) days past due, Customer, upon failure to make payment within ten (10) days after notice of past due payment, shall pay interest from the payment due date to the date of payment at the annual percentage rate of 12% (or such lower rate as may be the maximum allowable by law), together with Avnet Enterprise Solutions' costs of collection (including reasonable attorneys' fees).**

ARTICLE V - WARRANTIES

- A. Avnet Enterprise Solutions warrants its Services shall be performed in a workmanlike manner. The warranty period is limited to the term of this Agreement. Avnet Enterprise Solutions' liability for those Services performed by it that do not satisfy this warranty shall be limited to correcting such Services at no charge to Customer or, at Avnet Enterprise**



Solutions election, to refunding the charges Customer paid for the Services appropriately apportioned for Services delivered that comply with this warranty. The warranties set forth in this section are the only warranties made by Avnet Enterprise Solutions, and Avnet Enterprise Solutions makes no other warranties, express or implied, with respect to the Products acquired and Services sold hereunder. **IN PARTICULAR, Avnet Enterprise Solutions MAKES NO WARRANTY RESPECTING THE MERCHANTABILITY OF THE PRODUCTS OR SERVICES SOLD OR ACQUIRED HEREUNDER, OR THEIR SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OR RESPECTING PROPRIETARY RIGHT INFRINGEMENT. AVNET DOES NOT AUTHORIZE ANY PERSON TO ASSUME FOR IT THE OBLIGATIONS CONTAINED HEREIN.**

ARTICLE VI – LIMITATION OF LIABILITY

- A. Except for the remedies provided hereunder with respect to warranties provided by Avnet Enterprise Solutions, Customer agrees that it will look solely to the manufacturers of the Products acquired pursuant hereto, or to other service providers providing services to Customer, for relief with respect to any and all claims, actions, suits, proceedings, demands, liabilities, losses, damages and expenses (including attorneys' fees) resulting from any claim by Customer or any third party (including Customer's employees) arising out of or related in any way to the Products or Services or the use or operation thereof, whether such claim is brought in contract, warranty, tort or otherwise.**
- B. CUSTOMER SHALL NOT IN ANY EVENT BE ENTITLED TO, AND AVNET SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, INCLUDING, WITHOUT LIMITATION, BUSINESS INTERRUPTION COSTS, REMOVAL AND/OR REINSTALLATION COSTS, REPROCUREMENT COSTS, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, PROMOTIONAL OR MANUFACTURING EXPENSES, OVERHEAD, INJURY TO REPUTATION OR LOSS OF CUSTOMERS, EVEN IF AVNET HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CUSTOMER'S RECOVERY FROM AVNET FOR ANY CLAIM EXCEED THE CHARGES FOR THE SERVICES RENDERED, OR THE PURCHASE PRICE OF ANY PRODUCTS ACQUIRED, PURSUANT HERETO, THAT ARE THE SUBJECT OF THE CLAIM WHETHER SUCH CLAIM IS BROUGHT IN CONTRACT, WARRANTY, TORT OR OTHERWISE. AVNET SHALL NOT BE LIABLE FOR AND CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD AVNET HARMLESS FROM ANY CLAIMS BASED ON AVNET'S COMPLIANCE WITH CUSTOMER'S DESIGNS, SPECIFICATIONS OR INSTRUCTIONS, OR MODIFICATION OF ANY PRODUCTS BY PARTIES OTHER THAN AVNET, OR USE IN COMBINATION WITH OTHER PRODUCTS.**
- C. No action arising out of the performance of any Services, or the sale and acquisition of any Products, pursuant to this Agreement may be brought by either party more than two (2) years after such cause of action accrues, except that an action for nonpayment may be brought within two (2) years of the date of the last payment.**



ARTICLE VII – TERMINATION

- A. Avnet Enterprise Solutions may terminate this Agreement for default for which Customer fails to make payment when due and does not make such payment within thirty (30) days after notice from Avnet Enterprise Solutions that payment is past due.
- B. Either party may terminate this Agreement without notice if the other party is unable to pay its debts when due or becomes insolvent, files for bankruptcy or is the subject of involuntary bankruptcy, or has its assets assigned or a receiver appointed.
- C. Either party may terminate may terminate this Agreement if the other party fails to perform any of its obligations hereunder so as to be in default and fails to cure such default within thirty (30) days after written notice thereof.

ARTICLE VIII – RECORDS

Avnet Enterprise Solutions agrees to furnish Customer such information with respect to the Services covered by this Agreement as may be reasonably requested and which are not proprietary to Avnet Enterprise Solutions.

ARTICLE IX - INDEPENDENT CONTRACTOR

Avnet Enterprise Solutions shall act as independent contractors. Neither party hereto, shall represent that it has the authority, express or implied, to assume or create any obligation on behalf of the other party as agent or employee in any capacity. The parties agree that this Agreement does not establish a joint venture or partnership.

ARTICLE X – SECURITY

Avnet Enterprise Solutions agrees that it will at all times comply with all security regulations in effect from time to time at Customer's premises, to include the removal of materials or equipment from the customer's site.

ARTICLE XI – NOTICES

Any notice required or permitted to be sent to either party under the terms of this Agreement or any agreement entered into pursuant hereto shall be deemed to have been given when in writing and delivered personally or mailed postage prepaid by registered or certified mail, return receipt requested, to the party to be notified at the address set forth in the first paragraph of this Agreement or such other address as the party may from time to time designate in writing

ARTICLE XII – HEADINGS

The headings used in this Agreement are for convenience of reference only and shall be ignored in the construction and interpretation of this Agreement.



ARTICLE XIII – ASSIGNMENT

Except as specifically provided herein, Customer may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Avnet Enterprise Solutions. Any such attempted assignment shall be null and void. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors and permitted assigns. Avnet Enterprise Solutions may use subcontractors to perform work under this Agreement.

ARTICLE XIV – SEVERABILITY

The headings used in this Agreement are for convenience of reference only and shall be ignored in the construction and interpretation of this Agreement. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in such jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction.

ARTICLE XV – PRECEDENCE

In the event of a conflict between the terms of this Agreement and the Avnet Enterprise Solutions statement of work, the terms of this Agreement shall take precedence.

ARTICLE XVI - GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with the laws of the State of Texas.

ARTICLE XVII – MODIFICATIONS

No revision or modification hereof shall be effective unless in writing and signed by both parties.

XVIII – WAIVER

The failure of either party to act on a breach of this Agreement by the other shall not be deemed a waiver of such breach or a waiver of future breaches, unless such waiver shall be in writing and signed by the party against whom enforcement is sought.

ARTICLE XIX - FORCE MAJEURE

Neither party shall be liable for failure to fulfill its obligations under this Agreement or any other agreement entered into pursuant hereto, or for delays in delivery due to causes beyond its reasonable control, including but not limited to, acts of God, acts or omissions of the other party, acts or omissions of civil or military authority, government priorities, changes in law, man-made or natural disasters, materials shortages, fires, strikes, floods, epidemics, quarantine



restrictions, riots, war, acts of terrorism, delays in transportation or inability to obtain labor or materials through its regular sources

XX - ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, proposals and communications between the parties, written or oral, relating to the subject matter of this Agreement.

In Witness whereof, each of the parties has caused this agreement to be executed by duly its authorized representative on the day and year first above written.

Avnet Enterprise Solutions

By: 

Typed Name: David Hanford

Title: National Service Director

Date: 12/17/04

KIPP Academy

By: 

Typed Name: Michael Fink

Title: Superintendent

Date: 12-17-04



EXHIBIT A

**Annual Services Agreement
KIPP Academy**

SCOPE OF WORK

This Agreement provides Help Desk Support and On Site Support (collectively, "Services") by Avnet Enterprise Solutions' National Customer Support Center (NCSC) for the covered equipment, cabling plant and software (collectively, Covered Equipment") as defined herein. The Services are intended to assist Customer's in house technical staff diagnosis and resolve problems with the Covered Equipment. Avnet Enterprise Solutions uses the Avnet implementation of the Remedy® Total Call Management (TCM) service management software solution to manage service calls. Only Services provided hereunder which are authorized under the Schools and Libraries Division SLD guidelines are provided under this Agreement

1. Services

a. **Scope.** Help Desk Support and On Site Support are intended to answer operational and configuration questions, to determine if a problem exists with Covered Equipment, and to assist Customer to report such problems for correction to the service provider that is responsible for correcting the problem. These Services are not intended to include or replace such services provided by other service providers to isolate and repair equipment, cable and software failures, including but not limited to services provided under the manufacturer's warranty and support agreements.

b. Help Desk Support

Help Desk Support is provided during the hours of 7:00 a.m. to 7:00 p.m., Central Standard Time ("Help Desk Covered Hours"). Customer places its request for Help Desk Support by a telephone call to a toll free number or by sending an email to a designated email address, containing such information as Avnet Enterprise Solutions requires to open a service request.

An NCSC technician will respond to the service request within one-hour during Covered Hours. The NCSC technician will collect the service request profile information, which Customer shall provide, to include the on-site contact name and phone number, the make, model and serial number of the failing equipment, and a description of the problem, what functions were being performed at time of failure, description of any recent hardware or software changes, and other information as may be requested by Avnet Enterprise Solutions. The service request and any outage alerts are entered into Remedy for call response, tracking and closure.

If the NCSC technician determines that call escalation is required, a network engineer will be contacted to assist with the problem.

c. On Site Support

On Site Services are provided during the hours of 7:00 a.m. to 5:00 p.m., local time at the Customers' site ("On Site Covered Hours").

If a problem cannot be resolved remotely, a network engineer will be dispatched to arrive by the next-business-day after dispatch to provide on-site Services. In the event of an "Emergency," Avnet Enterprise Solutions will use its best efforts to provide on-site response as



soon as possible. An "Emergency" means a critical system failure affecting all users in a facility or the entire school district.

Once on-site, the network engineer stays in contact with both the Customer user and the NCSC Help Desk allowing Avnet Enterprise Solutions to track the progress and problem resolution. During the call resolution process Customer can determine resolution status by contacting the Help Desk.

2. Covered Equipment

The list of Covered Equipment is intended to reflect the most recent update to the SLD's eligible services list. If the list of Covered Equipment differs from the most recent SLD list, then the most current SLD list shall take precedence. Only equipment, cabling plant and software purchased from Avnet Enterprise Solutions shall be part of the Covered Equipment.

a. Covered Equipment:

Network Hardware:

- Routers – Includes upgrade components, however WAN components are not included.
- Switches - Includes upgrade components, however WAN components are not included.
- Hubs - Includes upgrade components, however WAN components are not included.
- DSU/CSU - Includes upgrade components, however WAN components are not included.

File Servers that are an integral part of the network:

- Domain Name Server
- DHCP Server
- E-mail Server
- Terminal Server
- Web Server (Must not be used for storage of end user files)

Network Operating Software:

- Software, or software upgrades, that would be essential to support the network operating system only. Application software, and any software for workstations/desktops are not eligible. All software must be for servers or network hardware as listed above.

Cabling:

- LAN structured cabling plant, inclusive of all normal cabling/tie lines.

Other E-Rate Eligible Items

- UPS devices
- Equipment Cabinets
- Wireless LAN Equipment
- Firewall Equipment
- MCU devices
- Email Software
- Client Licenses for eligible software
- CODEC
- Voice Interface Cards
- Voice/Video over IP (partially eligible)



- Voice Mail
- b. **Non Covered Equipment:**
 - WAN equipment and components
 - Workstations/Desktops
 - Adds, Moves, Changes of Workstations/Desktops
 - Any software, of any kind, that resides on Workstations/Desktops
 - Any software, of any kind, that resides on Servers, and is not operating systems software.
 - Telephone Handsets
 - Fax Machines
 - Answering Machines

3. **Services Not Covered**

The extent of Avnet Enterprise Solutions' Services provided hereunder is expressly stated in this Agreement. Any Service not specified herein is outside the scope of this Agreement, which includes, without limitation:

- Avnet Enterprise Solutions is not responsible for lost data or any associated costs or attempts to reconstruct data that may have been lost while performing services hereunder.
- Avnet Enterprise Solutions is not responsible for any lost application configurations or associated costs or attempts to reconstruct configurations that may have been lost while performing services hereunder.
- This Agreement does not provide repair of equipment, software or cabling failure.
- The Agreement does not provide user maintenance packs/kits, replacement parts, operating supplies or accessories including media such as tapes and disk packs.
- Customer acknowledges that the ability of Avnet Enterprise Solutions to provide the Services contemplated under this Agreement requires that Customer provide Avnet Enterprise Solutions with all required information, cooperation and access to Customer's network. Avnet Enterprise Solutions shall not be obligated to provide or be liable for failure to provide the Services if Customer fails to honor such obligations or if undertaken by Avnet Enterprise Solutions in reliance upon incorrect information provided by Customer.

4. **Total Hours**

As provided in Exhibit B, Help Desk Support and On Site Support are limited to a maximum number of hours during the initial one year term of this Agreement ("Total Hours"). The Total Hours include all time providing Help Desk Support and On-Site Support, including round trip travel time. Any portion of the Total Hours not used prior to the end of the initial one year term of this Agreement shall expire and may not be carried over to any subsequent renewal or other contractual agreement.



EXHIBIT B

**Annual Services Agreement
KIPP Academy**

PRICING

Help Desk Support and On Site Support for a maximum of 100 Total Hours, as described in Exhibit A, Scope of Work.

\$14,400.00

The Total Hours may be utilized beginning December 2, 2004 (date of purchase order) and ending on June 30, 2005. Any portion of the Total Hours not used prior to the end date shall expire and may not be carried over to any subsequent renewal or other contractual agreement. Help Desk #: 888.536.8767 – email: NCSC@avnet.com